

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>					1. Contract ID Code 08		Page 1		Pages 2																																																			
2. AMENDMENT/MODIFICATION NO. 19			3. EFFECTIVE DATE <b>JUL 22 2003</b>		4. REQUISITION/PURCHASE REQ. NO. See Page 1a			5. PROJECT NO. (If applicable)																																																				
6. ISSUED BY CODE			PS20		7. ADMINISTERED BY (If other than Item 6) CODE																																																							
Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812					MSFC Adm: PS22-P/Carol Terrell 256-544-6710  AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566																																																							
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)  Al Signal Research, Inc. 3411 Triana Blvd SW Huntsville, AL 35805					(x)		9A. AMENDMENT OF SOLICITATION NO.																																																					
					X		9B. DATED (SEE ITEM 11)																																																					
							10A. MODIFICATION OF CONTRACT/ORDER NO. NAS8-02047																																																					
							10B. DATED (SEE ITEM 13) 02/15/02																																																					
CODE 18279		FACILITY CODE 004R1																																																										
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>																																																												
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:																																																												
(a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.																																																												
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Page 1a.																																																												
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>																																																												
<table border="0" style="width:100%;"> <tr> <td style="width:5%; text-align: center;">(x)</td> <td>A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.</td> </tr> <tr> <td></td> <td>B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).</td> </tr> <tr> <td style="text-align: center;">X</td> <td>C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: <b>52.243-2 and Mutual Agreement between both parties.</b></td> </tr> <tr> <td></td> <td>D. OTHER (Specify type of modification and authority)</td> </tr> </table>											(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.		B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).	X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: <b>52.243-2 and Mutual Agreement between both parties.</b>		D. OTHER (Specify type of modification and authority)																																										
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<b>E. IMPORTANT:</b> Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>3</u> copies to the issuing office.																																																												
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)																																																												
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Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.																																																												
15A. NAME AND TITLE OF SIGNER (Type or print)					16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)																																																							
					Michael L. Sweigart																																																							
15B. CONTRACTOR/OFFEROR			15C. DATE SIGNED		16B. UNITED STATES OF AMERICA			16C. DATE SIGNED																																																				
(Signature of person authorized to sign)					BY <b>Original Signed by</b>			<b>JUL 22 2003</b>																																																				
					(Signature of Contracting Officer)																																																							
NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE																																																												

<u>DCN</u>	<u>Appropriation</u>	<u>Amount</u>
4200012970	62-713-76-90-SAT292003D-62TD15	\$ 125,000
4200013217	62-410-06-03-SAT292002D-62CD70	17,200
	62-911-02-01-SAT292003D-62CD70	107,650
	62-911-02-01-SAT292003D-62CD70	365,650
	62-379-02-02-HSF542002D-62CD70	37,000
	62-332-18-10-SAT292002D-62CD60	1,038
	62-110-40-41-SAT292003D-62SD12	1,500
4200014560	62-379-02-05-HSF542003D-620S01	60,000
4200017129	62-HSF522003D-FC400000-62MPSE2	150
4200017272	62-6765-20-SAT302002D-62AD22	50,000
4200017482	62-283-10-C6-HSF542003D-62CD60	224,650
	Total	989,838

This modification is issued pursuant to Clause B.2 ESTIMATED COST AND CONTRACT FEES and the "Limitation of Funds" clause.

The purpose of this modification is to recognize incentive fee earned for the period August 15, 2002, through February 14, 2003 and to provide incremental funding pursuant to the "limitation of funds" clause and Contractor's letter dated June 26, 2003. The following IDIQ tasks, Task A05 and Task A03 were not completed during the base year, therefore both tasks were rolled into Option Year 1. This Modification also corrects a \$758 error on IDIQ task A03. The foregoing action is further implemented by the inclusion of the following changes:

1. Clause B.2 Estimated Cost and Contract Fees, paragraph (b), Base Year, is deleted in its entirety and the attached Clause B.2, paragraph (b), is substituted in lieu thereof (a vertical line in the right hand margin indicates the specific areas of change).

2. Clause B.5 CONTRACT FUNDING (1852.232-81) (JUN 1990) is deleted in its entirety and the attached Clause B.5 is substituted in lieu thereof (a vertical line in the right hand margin indicates the specific areas of change).

## SECTION B

### SUPPLIES OR SERVICES AND PRICES/COSTS

#### B.1 SUPPLIES AND/OR SERVICES TO BE FURNISHED

(a) The Contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to furnish the services delineated in the Performance Work Statement (PWS) in attachment J-1.

(b) The services will be procured under two separate schedules, Mission and Indefinite Delivery/Indefinite Quantity (IDIQ). The contract and supporting data are organized accordingly. Both schedules are being procured on a cost-plus-incentive-fee basis.

(1) Mission Schedule will be used to procure services identified in Work Breakdown Structure (WBS) 1.0-10.3 of the PWS on a mission basis. In addition, this schedule will be used to procure all project management and administrative resources necessary to manage both the Mission and IDIQ contract schedules.

(2) IDIQ Schedule will be used to procure those services identified in WBS 11.0 of the PWS that cannot be sufficiently identified, predetermined or quantified in advance with an estimated value of \$25,000 or greater per task. Project management and administrative support resources necessary to support these tasks will be procured under the Mission Schedule.

(End of clause)

#### B.2 ESTIMATED COST AND CONTRACT FEES

(a) The total estimated cost and fees for the performance of this contract are as follows. Offerors are cautioned to include phase-in costs/fee in the base year value.

<u>Contract Year</u>	<u>Schedule</u>	<u>Period Covered</u>	<u>Est. Cost</u>	<u>Provisional Est. Cost</u>	<u>Minimum Incentive Fee</u>	<u>Maximum Incentive Fee</u>	<u>Total Value</u>
Base Year	(A) Mission	02/15/02-2/14/03	\$ 6,770,675	\$ 863,332	0	\$ 266,693	\$ 7,900,700
Base Year	(B) Schedule	02/15/02-2/14/03	\$ 264,304	0	0	\$ 15,858	\$ 280,162
Option Yr. 1	(A) Mission	02/15/03-2/14/04	\$ 6,329,600	0	0	\$ 279,306	\$ 6,608,906
Option Yr. 1	(B) Schedule	02/15/03-2/14/04	\$ 489,009	0	0	\$ 29,341	\$ 518,350
Option Yr. 2	(A) Mission	02/15/04-2/14/05	\$ 6,479,552	0	0	\$ 288,868	\$ 6,768,420
Option Yr. 2	(B) Schedule	02/15/04-2/14/05	\$ 100,000	0	0	\$ 6,000	\$ 106,000

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Option Yr. 3	(A) Mission	02/15/05-02/14/06	\$6,603,247	-0-	-0-	\$296,832	\$6,900,079
Option Yr. 3	(B) IDIQ	02/15/05-02/14/06	\$ 100,000	-0-	-0-	\$ 6,000	\$ 106,000
Option Yr. 4	(A) Mission	02/15/06-02/14/07	\$6,727,214	-0-	-0-	\$304,808	\$7,032,022
Option Yr. 4	(B) IDIQ	02/15/06-02/14/07	\$ 100,000	-0-	-0-	\$ 6,000	\$ 106,000

(b) The total incentive fee earned during the performance of this contract is as follows:

<u>Contract Year</u>	<u>Schedule</u>	<u>Period Covered</u>	<u>Maximum Available Incentive Fee</u>	<u>Incentive Fee Earned</u>	<u>Unearned Incentive Fee</u>
Base Year	(A) Mission	02/15/02-08/14/02	\$130,065	\$127,464	\$2,601
		08/15/02-02/14/03	\$136,628	\$136,628	\$ 0
Base Year	(B) IDIQ	02/15/02-08/14/02	\$ 0	\$ 0	\$ 0
		08/15/02-02/14/03	\$15,858	\$ 15,239	\$ 619
Option Yr. 1	(A) Mission	02/15/03-08/14/03		TBD	
		08/15/03-02/14/04		TBD	
Option Yr. 1	(B) IDIQ	02/15/03-08/14/03		TBD	
		08/15/03-02/14/04		TBD	
Option Yr. 2	(A) Mission	02/15/04-08/14/04		TBD	
		08/15/04-02/14/05		TBD	
Option Yr. 2	(B) IDIQ	02/15/04-08/14/04		TBD	
		08/15/04-02/14/05		TBD	
Option Yr. 3	(A) Mission	02/15/05-08/14/05		TBD	
		08/15/05-02/14/06		TBD	
Option Yr. 3	(B) IDIQ	02/15/05-08/14/05		TBD	
		08/15/05-02/14/06		TBD	
Option Yr. 4	(A) Mission	02/15/06-08/14/06		TBD	
		08/15/06-02/14/07		TBD	
Option Yr. 4	(B) IDIQ	02/15/06-08/14/06		TBD	
		08/15/06-02/14/07		TBD	

(End of clause)

B.3 INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) SCHEDULE AND ORDERING PROCEDURES

(a) The Government requires the performance of the effort within the quantities set forth in paragraph (b) below on an IDIQ basis during the performance of this contract. These services will be ordered through the issuance of Task Orders (see Clause G.4), individually priced, and shall contain separate schedule and cost incentives to be used to evaluate performance and determine the amount of fee earned. The IDIQ schedule will be used for tasks with an estimated value of \$25,000 or greater per task as described in section 11.0 of the PWS.

(b) In the event that the Government does not order the "minimum quantity" specified below during the applicable contract year, the Government's maximum obligation under this

available for the applicable contract year. In the event that the actual incentive fee earned is less than the provisional payment made, the Contractor shall submit to the Government, a credit voucher for the amount of such overpayment. At the Contracting Officer's discretion, should the determined estimate-at-completion (EAC) exceed the total contract value, provisional payment of cost incentive fee may be reduced or terminated.

(c) The Contracting Officer is the determining official for the amount of incentive fee that is earned.

(End of clause)

B.5 CONTRACT FUNDING (1852.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$11,813,631. This allotment is for Customer and Employee Relations (CaER) Directorate Support Services and covers the following estimated period of performance: February 15, 2002, through Oct 17, 2003.

(b) An additional amount of \$433,655 is obligated under this contract for payment of fee.

(c) Recapitulation of funding is as follows:

	<u>Previous</u>	<u>This Action</u>	<u>Total</u>
Estimated Cost	\$10,878,246	\$ 935,382	\$11,813,631
Provisional Incentive Fee	251,735	( 97,411)	154,324
Incentive Fee Earned	<u>127,464</u>	<u>151,867</u>	<u>279,331</u>
Total Sum Allotted	\$11,257,448	\$ 989,838	\$12,247,286

(End of clause)

B.6 PREMIUM FOR SCHEDULED OVERTIME (MSFC 52.222-93) (AUG 1988)

Pursuant to the clause entitled "Payment for Overtime Premiums," the amount of overtime premium authorized shall not exceed the amount specified below for the indicated period.

<u>Period</u>	<u>Amount</u>
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